upon the power of the state to exclude foreign corporations, and upon the theory that in consideration of being allowed to do business within a state a foreign corporation impliedly contracts to be subject to the laws of the state. *Mutual Reserve* v. *Phelps,* 190 U. S. 149; *Mut. Life Ins. Co.* v. *Sprately,* 172 U. S. 603. The corporation, however, does not impliedly consent to be sued upon such service of process on causes of action arising outside the state. *Old Wayne Life Ass'n* v. *McDonough,* 204 U. S. 22. Upon this ground the court in the principal case based its decision that the service was a nullity. It is also implied, and, in fact, is stated therein that a state has no power to provide for such service to get jurisdiction of a corporation on causes of action arising outside the state. We have found no case in which the statute has *in direct terms* provided that the sort of substituted service in question shall apply to actions arising outside the state. Upon the questions whether there was fraud in procuring the judgment, and whether service upon the assistant secretary was sufficient when the statute provided for service upon the secretary, the court in the principal case expressly avoided a decision. Many cases may be found, however, in which it has been decided that valid substituted service upon a corporation is had only by following the statute to the very letter.

LIFE ESTATES—INJURY BY STRANGER—EXTENT AND GROUND OF RECOVERY.—A life tenant sued for the defendant's negligence in setting fire to the premises. *Held,* that he could recover not only for the injury to his life estate, but also for the damage to the inheritance. *Rogers* v. *Atlantic G. & P. Co.,* (N. Y. 1915) 107 N. E. 661.

The common rule is that the tenant may recover only for the injury to his estate, and the remainderman has an independent action for his damage. *Jordan* v. *City of Benward,* 42 W. Va. 712; *Sagar* v. *Eckert,* 3 Ill. App. 412; *Wood* v. *Griffin,* 46 N. H. 174; *Rupel* v. *Ohio Oil Co.,* 176 Ind. 4; 4 SUTHERLAND, DAMAGES, § 1012. And in Pennsylvania it is held that they may join as parties plaintiff in an action. *McIntire* v. *Coal Co.,* 118 Pa. 108. The court in the principal case expressly rejects the theory of the tenant being allowed to recover for the entire damage on the grounds of the tenant's liability to the remainderman for waste, *Moeckel* v. *Cross & Co.,* 190 Mass. 280; *Cargill* v. *Sewall,* 19 Me. 288. On this point the court's opinion is very illuminating, there being a very full and intelligent examination of the tenant's liability for permissive waste at common law and under the statutes. See also articles by Prof. KIRCHWEY in 8 COL. L. REV. 425, 624. The court arrives at its decision on an analogy to the bailment relation, where the bailee may recover for the whole injury, and holds as trustee the amount due to the bailor for the permanent injury. Such analogy is certainly valid, since the life tenant and bailee were both originally liable to the remainderman or bailor, 2 POLLOCK & MAITLAND, HISTORY OF ENGLISH LAW, 170.

MINES AND MINERALS—ADVERSE POSSESSION BY OCCUPATION OF SURFACE.—Possession of the surface of land is not adverse to the title to the coal thereunder, where the estate in the coal has been severed as to title. *Shrewsbury, et al.* v. *Pocahontas Coal & Coke Co.,* (1914) 219 Fed. 142.

The principal case stands with the very few which state the general rule on this subject. It is a general presumption that one who has the possession of the surface of the land has possession of the subsoil also. But it is a presumption merely and when, by conveyance or reservation, the two have become separated the owner of the surface can acquire no rights in the subsoil, no matter what the mode of his enjoyment of his own estate. *Caldwell* v. *Copeland,* 37 Pa. St. 427, 78 Am. Dec. 436; *Plummer* v. *Hillside Coal Co.,* 160 Pa. St. 483; *Algonquin Coal Co.* v. *Northern Coal Co.,* 162 Pa. St. 114; *Plant* v. *Humphries,* 66 W. Va. 88, 66 S. E. 94, 26 L. R. A. (N. S.) 558; *Wallace* v. *Elm Grove Coal Co.,* 58 W. Va. 453, 52 S. E. 486, 6 Ann. Cas. 140; *Coal Co.* v. *West,* 170 Ala. 346, 54 So. 200. But see *Moore* v. *Empire Land Co.,* 61 So. 940, (Ala.), where in a conveyance of the surface land, reserving the minerals, it was held that the possession of the minerals accompanied possession of the surface, the reservation, in absence of actual physical possession, being considered a legal fiction.

PRINCIPAL AND AGENT—RATIFICATION.—A mother was life-tenant of lands, her children being the remaindermen. The mother signed a contract to sell the lands which did not on its face indicate that she was acting also for the remaindermen, and which was not authorized by them, nor were they at the time cognizant of the same. Subsequently a deed conveying the land was prepared and signed by the children, but was destroyed and never delivered. The vendee having gone into possession under the contract, the mother and children sue to recover possession of the land, and to remove a cloud from the title to the same. *Held,* that there was no valid ratification of the mother's act by the children. *Flowe, et al.* v. *Hartwick,* (N. C. 1914) 83 S. E. 841.

The court in coming to this conclusion said that in order to have a valid ratification, when an unauthorized contract has been made for an alleged principal, the agent must have contracted, or professed to contract, for a principal, and the latter must signify his assent, or his intent to ratify either by words, or by conduct. Generally, a contract made by one who is not an agent, and does not claim to act as agent, cannot be ratified. *Keighley* v. *Durant,* [1901] App. Cases 240; *Merritt* v. *Kewanee,* 175 Ill. 537; *Rawlings* v. *Neal,* 126 N. C. 271. This also applies to a person who may intend to act for another but keeps this intention "locked up in his own breast". Otherwise, a way might be opened to fraud by allowing a person to make a contract between two parties without their consent. *Falcke* v. *Insurance Co.,* 34 Ch. D. 234. The ratification must be manifested in some way. A mere determination to approve, or a mere approval "kept concealed in the principal's breast", can have no legal effect. MECHEM, AGENCY (2nd Ed.) § § 477, 478. The few American cases that have considered this point are in conflict, and the English cases are not clearly harmonious. A very full discussion on this point with citations of conflicting cases will be found in 2 MICH. LAW REV. 25.